AGREEMENT BETWEEN

RUDYARD AREA SCHOOLS
BOARD OF EDUCATION
RUDYARD, MICHIGAN

and the

UNITED STEEL WORKERS LOCAL 8140

JULY 1, 2024 to JUNE 30, 2029

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AGREEMENT

THIS AGREEMENT made and to begin on July 1, 2024 by and between the RUDYARD AREA SCHOOLS BOARD OF EDUCATION, RUDYARD, MICHIGAN, a public employer, and the UNITED STEEL WORKERS on behalf of Local 8140. The Board of Education hereinafter called the "EMPLOYER" and the United Steelworkers of America is hereinafter called the "UNION".

WITNESSETH, that in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows.

ARTICLE I- RECOGNITION

The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment. The term "employee", as used in this agreement, shall be understood to mean all bus drivers employed by the employer but excluding all full-time supervisors as defined by law and also excluding all other employees. The EMPLOYER recognizes and will not directly or indirectly interfere with the right of the employees to belong to the UNION and will not discriminate against any employee in any manner because of union membership or UNION activity.

ARTICLE II- MANAGEMENT RIGHTS

The management of the school and of operations and the direction of the working forces including the hiring, suspending, discharging or otherwise disciplining of employees for just cause, the laying off and recalling of employees in any reduction or increase of the working forces, the control and regulation of the equipment and property of the employer, the right to change or introduce new or improved operations, methods, processes, means or facilities, and to determine qualifications, wherever referred to in this Agreement are exclusive functions of the EMPLOYER; provided, however, the EMPLOYER shall observe the provisions of the Agreement and shall not discriminate in any manner in the application of these rights.

ARTICLE III SENIORITY

Section 1. The employees shall have seniority within their classification only. A seniority list will be maintained by the EMPLOYER. The unit seniority list will be used when determining layoff from work or recall to work. It is understood that in any application of seniority, the employee must be able to perform the available work.

Section 2. New employees shall be on probation for a minimum of six (6) months. During this period, the employee may be released from employment for any reason and without recourse to any provision of this Agreement. Employees retained beyond the probationary period shall have seniority from date of hire. Insurance coverage shall begin within thirty (30) days of the date of hire.

Section 3. Employees shall lose seniority because of a voluntary quit, a discharge for good cause, a layoff from work extending beyond three (3) years or a failure to return to work within ten (10) workdays of receipt of a notice of recall as hereinafter outlined. Salary and benefits are frozen from the time the employee is laid off until their recall to the district.

Section 4. In the event of a permanent vacancy in a position covered by this Agreement, a notice shall be posted for five (5) workdays in a conspicuous places outlining the vacancy. If the vacancy is filled by internal transfer, it will be awarded to the employee with the most seniority within that unit classification and may be split between multiple members, if they choose, based on seniority. If the position is filled by transfer, the transfer will become effective within five (5) days after termination of posting. All internal transfers will have a sixty-(60) day probationary period. If minimal training is necessary to fully inform the employee as to the job, such training will be given the employee.

Section 5. When it is necessary to reduce the number of employees in any job classification because of lack of funds, lack of work, etc., seniority and ability to perform the work will determine layoff procedures.

Section 6. Any employee, who is in the bargaining unit and becomes a part- time supervisor, shall be permitted to retain their accumulated seniority and to accrue further seniority upon mutual agreement of the union and the superintendent. This written agreement will spell out the exact conditions of this arrangement and the condition for termination of this special arrangement.

Any employee promoted from the bargaining unit to a full-time supervisory position not covered by this Agreement shall be permitted to retain seniority accumulated while in the bargaining unit and shall accrue further seniority for a period up to ninety (90) days. At the end of the ninety-day period, if the employee remains as a supervisor, they forfeit all seniority rights.

The employee may return to their former job in the bargaining unit within a ninety-(90) day period without loss of seniority.

Section 7. When an employee is to be recalled from layoff, a certified letter will be sent by the EMPLOYER to the employee's last known address. The employee shall have eight days to report for work, or to make arrangements, which are satisfactory to the employer to report to work, within ten (10) days of receipt of the notice to report. Failure to report, or make suitable arrangements to report, within the ten (10) days will result in removal from the seniority list and loss of recall rights.

Section 8. Job Bidding – Selection of employees for the purpose of filling all job vacancies or newly created routes and jobs shall be made by the EMPLOYER on the basis of seniority unless significant savings to the district can be presented to seek a consensus for assigning the route to a specific driver not related to hourly pay of the driver. In the selection of employees for such purposes the following provisions shall apply:

a. The driver shall supply the EMPLOYER with all available information pertaining to their route (maps, bus mileage, distance driven, head count) fifteen (15) days prior to the closing of school in June.
b. Route Determination: The EMPLOYER shall determine the routes to be assigned no later than four (4) business days prior to the opening of school in the fall, and immediately following such period, all available information pertaining to routes will be made available for inspection by the driver during regular business hours.
c. Orientation/Bid Meeting Date: The EMPLOYER shall hold an annual orientation/bid meeting no later than two (2) business days prior to the opening of school, and at this meeting, job bidding will take place and all routes will be awarded according to seniority unless significant savings to the district can be presented to seek a consensus for assigning the route to a specific driver not related to hourly pay of the driver. Job bids shall be submitted in writing.
d. Once such routes have been established and bid on, the time for such routes shall not arbitrarily nor discriminatorily be changed. This is not to infer that the Administration cannot change routes to affect efficiency and economy.
e. If such route is increased or decreased by more than twenty (20) minutes before or after the beginning or end of a morning, noon, or afternoon run, or by addition or deletion of a noon run, any of the effected seniority drivers may then bump for a more desirable route based on his/her seniority unless significant savings to the district can be presented to seek a consensus for assigning the route to a specific driver not related to the hourly pay of the driver.
f. After routes have been bid and awarded, drivers may not thereafter change routes except where a permanent vacancy occurs.

ARTICLE IV REPRESENTATION AND GRIEVANCE PROCEDURES

Section 1. The parties agree that in the interest of harmony on the job, any grievance, which is an alleged violation of the Agreement arising from work or from interpretation or application of any portion of the Agreement, should be handled as quickly as possible and exclusively under the following procedures:

For the purpose of effectively representing the employees coming within the jurisdiction of the Union and this Agreement, the Union shall select a grievance committee of three employees in the unit. These committee members, insofar as possible, will be from different schools. The committee members shall be permitted a

reasonable time away from their work for the purpose of investigation of or discussion of any grievance which may arise, after getting permission from their supervisor. The supervisor will not arbitrarily withhold such permission.

Step No. 1: When an employee has a complaint or grievance, it will first be discussed orally between the supervisor and employee(s) involved, with or without a committee member, within fifteen (15) work days after occurrence of incident or within fifteen (15) work days after the employee became, or should have become, aware of the incident giving rise to the grievance. The supervisor shall have five (5) work days in which to give an answer.

Step No. 2: In the event the complaint or grievance is not settled in Step No. 1, it shall be reduced to writing on the standard grievance form and presented to the employer's Step No. 2 representative(s). It shall be discussed at a meeting of the Step No. 2 representative(s) of the employer and the grievance committee to be held within seven (7) working days after the supervisor gives his answer in the first step. An answer will be given within five (5) work days after the meeting is held or a longer period as may be agreed upon by the Step No. 2 representative(s) and the committee.

Step No. 3: In the event no settlement is reached in Step No. 2, it shall be turned over to a representative of the International Union, who accompanied by the committee, shall meet with the employer's designated Step No. 3 representative(s), accompanied by such other management staff as he may elect to have present. This meeting shall be held as soon as a mutual agreeable date can be arranged.

Section 2. If the Union fails to advance a grievance to the next higher step within the time limits set forth above, the grievance will be considered to be void. If the employer fails to give answer within the time limits listed in Step No. 2, the grievance shall be considered settled on the basis of the remedy sought in the grievance.

Section 3. In the event that either party decides that further meetings in Step No. 3 will not lead to a settlement of the dispute, the dispute may be submitted to an impartial arbitrator chosen by the parties. The party desiring to arbitrate shall notify the other in writing no later than thirty (30) days after the last meeting in Step No. 3. In order to be submitted to arbitration, the dispute may involve interpretation, application, or alleged violation of the contract or disputed disciplinary action. Within ten (10) days of receipt of such notice (or further period as may be agreed to), the parties shall meet for the purpose of choosing an arbitrator. In the event the parties are unable to agree on the choice of an arbitrator, the Michigan Employment Relations Commission will be asked to submit a panel and one will be chosen according to Commission rules. All expenses of an arbitrator shall be split equally by both parties.

ARTICLE V DISCHARGE OR SUSPENSION

Section 1. An employee discharged or suspended who considers such discharge or suspension without good cause shall present a grievance within three (3) days of such action as provided in Article V, Step No. 2.

Any discharge or suspension not questioned in writing in three (3) days of such action shall be considered final.

ARTICLE VI WAGES, HOURS AND WORKING CONDITIONS

Section 1. Bus driver salaries are based on the amount of time required for each run at the applicable rate per hour. Time has been allowed for maintaining and gassing buses, waiting time, show-up time and nuisance factors. Bus Drivers are also responsible for the maintenance of the interior of the buses and should keep them clean and free of graffiti, trash, and holes in the seats. Inspections of the interior of buses should occur daily, after each run.

Routes that drop off and pick up students in Kincheloe shall be paid at 4.0 hour flat rate. In order for this route be considered a Kincheloe route, the majority of students must be picked up in that area.

Each bus driver is responsible for the general appearance of their assigned bus and will be paid an additional 26 minutes before each morning and afternoon run to do bus safety check, minor maintenance, gas the bus, clean the bus, and warming up the bus. At any time it is found that any of the following: safety check, minor maintenance, fueling the bus, cleaning the bus and warming up the bus is not being done 26 minutes before each run will be deducted for one pay period and a letter put in their personnel file.

Section 2. Extra trips will be paid at the Drivers' Regular Rate per hour for any extra trip driving time and $12.00 per hour for down time. Drivers must record to the nearest half hour the time they leave and return to the bus garage. Overnight trips will be paid on the basis of pre-trip and driving time to, during, and from event until the driver stops for the night, time will start the next morning with pre-trip with a minimum of eight hours for each day. Room and board will be furnished on overnight trips. Drivers who show up for a special trip that is canceled will be paid *for* two hours *of* regular pay. Rudyard bus drivers have the right to re-claim their regular routes when special or extra trips are cancelled, and a substitute bus driver has already been scheduled. In the instance of a cancelled event, the bus driver may use personal time instead of reclaiming their bus route. The school shall first contact regular drivers for all extra trips. The only exception to this will be in the event an emergency exists. A list shall be posted reminding the drivers of who is eligible for upcoming extra trips. If an advisor or coach is also a certified bus driver and can drive bus for the trip, they will be able to do so no matter their level of seniority.

Section 3. In the event that a regular driver cannot return from their trip in time to take an extra run, the next available and willing driver may take that route.

Section 4. In the event that the school district raises funds to have a charter bus used for an event, the driver that would have been covering that route had a school bus been used, will be compensated either the amount of pay the trip would have been up to $250.00.

Section 5. All new bus drivers will serve a six-month probationary period during which time their work performance shall be evaluated. Insurance shall begin within thirty (30) days of hire.

Section 6. Physical examinations as required by law, or upon school request, will be paid by the school

Section 7. The wage schedule hereto attached and made a part hereof shall be effective for the period shown therein and shall be changed only by mutual agreement of the parties hereto.

Section 8. The parties agree to abide by the provisions of the Equal Opportunity Employment Act.

Section 9. In the event of inclement weather-and school is cancelled, it shall be considered a paid holiday. In the event that the school year is extended, no additional pay will be given but the drivers will still be expected to drive on those days.

Section 10. The cost that is associated with the testing requirements of the State of Michigan to become a certified bus driver will be covered by the EMPLOYER. These fees and the fees associated with the physical examination will be paid as long as the EMPLOYEE agrees to one (1) year of service. If the EMPLOYEE leaves before one (1) year, they may be charged for those costs.

Section 11. Any current driver that recruits and brings in a certified driver will receive a bonus of $1000. This will be paid out as follows: $500 at the completion of the driving test and $500 at the completion of one year of service.

Section 12. All bus routes deemed country runs will be three (3) hours minimum. Any other routes will be paid for two (2) hours.

ARTICLE VII LEAVE TIME

Section 1 Paid Time Off (PTO) Employees shall be entitled to thirteen (13) days PTO annually. Employees shall request a PTO day from their supervisor at least two days in advance, except in case of emergency or sickness. Administration has the right to refuse a PTO day based on the availability of subs. If the employee finds his/her own sub, PTO will be granted based on a first come, first serve basis.

After seven (7) years' service with Rudyard Area Schools, a bus driver, upon termination of service, shall receive $10.00 per day of accumulated PTO to a maximum of $500.00 to any one employee.

Section 2. Leave of Absence due to Illness or Injury- A bus driver desiring a Leave of Absence for up to thirty (30) days for an extended illness or injury shall secure permission from the Superintendent. If the request is for more than thirty (30) days, permission must be granted by the Board of Education. If such leave is granted, neither seniority nor benefits shall apply during the Leave of Absence. In the event such illness or injury appears to require ninety (90) days or more of leave, the employee, or his/her designee, must notify the Superintendent. If such request, or the substantial need for leave, exceeds ninety (90) days the employer, while keeping within the guidelines of the Family Medical Leave Act, reserves the right to determine if the employee should be separated from employment. Such determination shall be made in the best interest of the students who receive the services, the employee, and the employer, and shall be considered on an individual employee's circumstances and situation. EMPLOYEES will make every effort to have medical procedures completed in the summer.

Section 3. Jury Duty - Jury and Witness Pay- Any employee called for Jury Duty or subpoenaed as a witness in a court of record will be paid the difference between such jury or witness pay and his regular pay. No pay will be due hereunder if the employee is on paid vacation at the time of service on the jury or as a witness.

Section 4. Absences from work due to communicable diseases (pink eye, Hand-foot-mouth, etc.) will not be charged to the EMPLOYEE's PTO if a doctor's note is provided within three (3) days and the absences are not longer than five (5) days.

ARTICLE VIII INSURANCE

Section 1. Medical Insurance. The Board shall provide full family medical insurance to all eligible bus drivers and their families based upon a pro-rated basis to the hours worked in a regular workday.

The pro-rated Board's payment will be calculated by the ratio of regular hours worked daily to seven hours and number of school days worked. For example, a bus driver who works a total of six hours a day would receive medical benefits of 6/7 paid by the district. The Board retains the right to determine the carrier.

a. If a bus driver works three and a half or more hours a day on regular runs, he/she can elect either a fully paid single subscription insurance coverage or a pro-rated two-person or full family insurance coverage.

Coverage will commence on date of hire. Bus drivers are responsible for applying for this benefit on forms available in the Central Office within 30 days of hire. Bus drivers are responsible for the balance of the premiums, which can be deducted from their payroll checks.

The Rudyard Area School District will not be responsible for charges incurred by any subscriber or dependent of a subscriber because of utilization of a non-participating provider.

Further, sanctions incurred by "going out" of the PPO network are the responsibility of the subscriber or dependent of the subscriber.

Payments by the subscriber to offset those non-participating provider charges and any balance due to the provider is the sole responsibility of the subscriber.

Bus drivers who elect not to take the health benefits described because they are covered by their spouse's insurance, will receive, or have placed in an annuity in their name, $3,000 per year. The payment for "in lieu of" health insurance will be pro-rated on regular hours worked. Employees working less than full time shall be eligible for health insurance benefits on a prorated basis. The BOARD shall provide Supplemental health insurance coverage benefits as described in Exhibit A. A bus driver employed full time and electing to not take health insurance will be paid at a prorated rate as follows: Hired in July through December: Full rate of cash in lieu, Hired January through June: half rate of cash in lieu payment.

Section 2. Long-Term Disability Insurance. The Board shall provide Long Term Disability Insurance for each employee effective September 1, 1994. Benefits shall begin upon termination of the employee's sick leave and in accordance with the Long-Term Disability Insurance in effect for the school year, and will include the following features:

a. Monthly maximum of $2,000;
b. No exclusion of mental and nervous condition;
c. No exclusion of alcoholism and drug addiction;
d. Social Security freeze;
e. Rehabilitation clause;
f. Full family social security offset;
g. No pre-existing condition or waiting period;
h. Maternity benefits covered as new illness;
i. Two (2) year own occupation clause; and,
j. Three (3) month waiting period for recurrent disability or any new disability occurring in the same year, after an employee has returned to active employment.

Section 3. Vision and Dental Insurance shall be paid for by Rudyard Area Schools.

ARTICLE X MISCELLANEOUS

Section 1. The employer agrees to furnish all necessary and reasonable devices and equipment to provide for the health and safety of the employee while at work.

Section 2. Any employee entering the Armed Service of the Nation shall be entitled to re-employment upon release from the Service in accordance with the applicable Federal and State laws.

Section 3. In the event that any portion of this Agreement becomes invalid by reason of the passage of any State or Federal law or ruling of any court of competent jurisdiction, such provision only shall be affected, and the balance of the Agreement shall be in full force and effect.

Section 4. The employer shall have the right to issue rules and governing conditions of employment as they affect the unit. If a rule is promulgated, a dated copy thereof shall be given to the Union. If the Union disagrees with the rule, it may file a grievance within no more than ten (10) days of the effective date of the rule.

Section 5. Section 15(7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. This provision is intended to satisfy this requirement. No grievances may be processed contesting actions taken by Emergency Manager.

ARTICLE XI STRIKES AND LOCKOUTS

There shall be no strikes, work stoppages, or impeding any work whatsoever. No officer or representative of the Union shall authorize or condone any such activities and no employee shall participate in such activities.

There shall be no lockout by the employer.

TENURE

This Agreement shall be effective as of the day and year first above written and shall continue in effect until June 30, 2029.

WAGE SCHEDULE-REGULAR BUS RUNS

	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Year 1/Subs	22.00	22.50	23.00	23.50	24.00
2-3 year	23.50	24.00	24.50	25.00	25.50
4-5 years	25.00	25.50	26.00	26.50	27.00
6-8 years	26.50	27.00	27.50	28.00	28.50
9-10 years	28.00	28.50	29.00	29.50	30.00
11-14 years	29.50	30.00	30.50	31.00	31.50
15 + years	32.00	32.50	33.00	33.50	34.00

LONGEVITY

Rudyard Area Schools agrees to pay longevity of $250.00 each year for bus drivers with five or more years of service as a bus driver. Longevity pay will be paid on the last scheduled pay of the fifth school year.

SERVICE CREDIT FOR 2024-2025 SCHOOL YEAR

Bus Driver Name	Service Credit for 2024-2025 School Year
George Dugan	3
Cory Sikora	3
Mark Strange	3
Mark Jenness	3
Amy VanHaitsma	4
Brad Hall	5
Mark Rice	6
Deb Mill	9
Kathy Lee	11

STATEMENT OF ASSURANCES PUBLIC NOTIFICATION

The Rudyard Area School District does not discriminate on the basis of race, color, height, weight, religion, marital status, national origin, sex, age, or disability in its programs and activities. The following person has been designated to handle inquiries regarding the nondiscrimination policies for Title VI of the Civil Right Act of 1964, Title IX of the Education Amendments of 1972, Section 504 Rehabilitation Act of 1973, Title II of the Americans with Disability Act of 1990 and the Age Discrimination Act of 1975 Mrs. Deb Edington, Guidance Counselor, Rudyard Area Schools, 11185 West Second Street, Rudyard, MI 49780; (906)478-3771.

GRIEVANCE PROCEDURES

FOR TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, TITLE IX OF THE EDUCATION AMENDMENT ACT OF 1972, TITLE II OF THE AMERICANS WITH DISABILITY ACT OF 1990, SECTION 504 OF TH E REHABILITATION ACT OF 1973, AGE DISCRIMINATION ACT OF 1975

SECTION I

Any person believing that the Rudyard Area Public School District, or any part of the school organization has inadequately applied the principles and/or regulations of: (1) Title VI of the Civil Rights Act of 1964, (2) Title IX of the Education Amendment Act of 1972, (3) Section 504 of the Rehabilitation Act of 1973, (4) Age Discrimination Act of 1975, and (5) Title II of the Americans With Disability Act of 1990, may bring forward a complaint, which shall be referred to as a grievance, to the local Civil Rights Coordinator at the following address: Mrs. Deb Edington, Guidance Counselor, Rudyard Area Schools, 11185 West Second Street, Rudyard, MI 49780; (906)478-3771.

SECTION II

The person who believes a valid basis for grievance exists shall discuss the grievance informally and on a verbal basis with the local Civil Rights Coordinator, who shall in turn investigate the complaint may initiate formal procedures according to the following steps:

Step 1: A written statement of the grievance signed by the complainant shall be submitted to the Local Rights Civil Rights Coordinator within five (5) business days. The complaint may initiate formal procedures according to the following steps:

Step 2: A complaint wishing to appeal the decision of the Local Civil Rights Coordinator may submit a signed statement of appeal to the Superintendent of Schools within five (5) business days after receipt of the Coordinator's response. The Superintendent shall meet with all parties involved, formulate a conclusion, and respond in writing to the complaint within ten (10) business days.

Step 3: If unsatisfied, the complainant may appeal through a signed, written statement to the Board of Education within five (5) business days of receiving the Superintendent's response in Step 2. In an attempt to resolve the grievance, the Board of Education shall meet with the concerned parties and their representative within forty (40) days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) days of this meeting.

Step 4: If at this point the grievance has not satisfactory settled, further appeal may be made to the Office for Civil Rights, Department of Washington, Washington, D.C. 20202.

Inquiries concerning the nondiscriminatory policy may be directed to Director, Office for Civil Rights, Department of Washington, Washington, D.C. 20202.

The local Coordinator, on request, will provide a copy of the district's grievance procedure and investigate all complaints in accordance with this procedure.

A copy of each of the Acts and the regulations on which this notice is based may be found in the Civil Rights Coordinator's Office.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names of their respective representatives thereunto duly authorized.

12/18/23 (date)
Board Approved

Rudyard Area Schools Board of Education

John Rogers, Board President

Thomas O. McKee, Superintendent

United Steel Workers

USW President

USW Vice-President)